

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Statutory Power of Sale contained in a certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (Construction) (the "Mortgage") given by 31 Conwell Realty LLC (the "Mortgagor"), to CCG Fund 1 LLC dated July 26, 2024 and recorded with the Middlesex County South Registry of Deeds on July 29, 2024 in Instrument 01961119, Book 01605, at Page 158, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage all and singular will be sold at Public Auction at Eleven O'clock, A.M. on the 7th day of November 2025, at the mortgaged premises located at 31 Conwell Avenue, Somerville, Massachusetts 02144 (the "Property"), to wit:

31 Conwell Avenue, Somerville, Massachusetts 02144:

All that certain lot or parcel of land, with the buildings and improvements thereon, located in the City of Somerville, County of Middlesex and State of Massachusetts, being bounded and described as follows:

SOUTHWESTERLY by Conwell Avenue, Fifty feet;
NORTHWESTERLY by land now or formerly of Sophia C. Hadley, One Hundred feet;
NORTHEASTERLY by lands now or formerly of Berna Swanson and Mary H. Murphy, Fifty feet; and
SOUTHEASTERLY by land now or formerly of Marcellus W. Barnes, et al. One Hundred feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 326, Page 105, with Certificate 49259 (Plan No. 17733a).

For title reference, see deed filed as Document No. 1942540.

The Property is being sold "as is", "where is", and "with all faults" as of the date of closing, subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all rights of way, restrictions, easements, improvements, covenants, public assessments, unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal liens, assessments, oil and hazardous materials and environmental liens, other liens or claims in the nature of liens, rights of parties in possession, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

TERMS OF SALE: The following “terms of sale” shall apply to the sale. To qualify as a bidder an initial deposit shall be paid at the time and place of the foreclosure sale as specified above in the amount set forth herein (“Initial Deposit”). The Initial Deposit due from the high bidder shall be TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS. Within five (5) business days after the sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price (the “Additional Deposit”). The deposit shall be paid by the successful bidder to Polsinelli PC (“Escrow Agent”) as earnest money, by certified or bank cashier’s check, unless otherwise announced at the sale. The entire deposit shall be retained by Escrow Agent for liquidated damages in the event the successful bidder fails to perform and as a result does not consummate the sale. The successful bidder will be required to pay the balance of the purchase price within thirty (30) days from the date of sale. **TIME WILL BE OF THE ESSENCE.**

In the event that the successful bidder at the public auction shall default in purchasing the within described Property according to the terms of this Notice of Mortgagee’s Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves all of its rights against such successful bidder including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, Mortgagee, or otherwise, together with costs of resale and any costs of maintaining or owning the Property. Mortgagee may, at its election, retain the Initial Deposit and the Additional Deposit as liquidated damages; or, purchase the Property for the amount bid by the successful bidder; or sell the Property to the second highest bidder at the public auction, provided that Mortgagee in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposits as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice time being of the essence.

From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke detectors, carbon monoxide detectors and smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

Other terms to be announced at the time and place of sale.

Foreclosure deed(s) will be delivered to the purchaser(s) for recording on full receipt of the purchase price. The successful bidder(s) will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

Present holder of said Mortgage,

CCG FUND 1 LLC

By its attorneys:

Polsinelli PC